

SAVING AND EXCEPTING THEREOUT AND THEREFROM the following described parcels:

(1) That 38.56 acres, more or less, described and conveyed in a deed from Oliver J. Phelps and Eleanor J. Phelps, his wife, unto Department of Parks & Forests and dated January 23, 1952, and recorded in Liber 498, folio 481, one of the Land Records of Frederick County, Maryland.

(2) That 6/10 acre, more or less, described and conveyed in a deed from Oliver J. Phelps and Eleanor J. Phelps, his wife, unto Ronald Leo Korrell and Joyce Ann Korrell, his wife, dated August 17, 1964, and recorded in Liber 710, folio 306, one of the Land Records of Frederick County, Maryland.

leaving 59.97 acres, more or less, to be the subject of this mortgage.

BEING a portion of the same real estate described and conveyed in a deed from Ellsworth L. Rice and Mildred M. Rice, his wife, unto Oliver J. Phelps and Eleanor J. Phelps, his wife, dated November 15, 1949, and recorded in Liber 481, folio 550, one of the Land Records of Frederick County, Maryland.

TOGETHER with all the buildings and improvements thereon and all the rights, ways, roads, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described piece^s or parcel^s of land and premises unto and to the proper use and benefit of said mortgagee^s, its ~~not~~ successors and assigns, forever, in fee simple.

PROVIDED, if the said mortgagor^s, their heirs, successors or assigns, shall pay to the said mortgagee^s, or order, the promissory note aforesaid at maturity and the interest thereon, or shall pay any renewal thereof when such renewal note shall mature and be payable and the interest thereon, and keep all the covenants herein on the part of the said mortgagor^s agreed to be performed, then this mortgage shall be void.

AND PROVIDED, until default be made in the payment of the promissory note aforesaid at maturity, and the interest thereon, or of any renewal thereof when such renewal shall mature and be payable, and the interest thereon, or until default be made in any covenant herein contained, the said mortgagor^s shall possess the mortgaged premises as of their present estate therein.

AND THE said mortgagor^s for themselves, their personal representatives, heirs, successors and assigns, do expressly covenant and agree with the said mortgagee^s;

THAT they will pay the indebtedness as hereinbefore provided:

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